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B. H. Meyer
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STATE OF TEXAS }
COUNTY OF DALLAS }

KNOW ALL MEN BY THESE PRESENTS, That I, J. A. Crow, being the owner of all of the lots comprising LAKE PARK ESTATES, an addition to the City of Dallas, Texas, do hereby adopt the following restrictions governing the use of said property, which restrictions are hereby made covenants running with the land and which shall apply to and be binding upon any purchaser of any of said property, his heirs, executors, administrators or assigns.

1.

All of the lots in said tract shall be known and described as residential lots and no structure shall be erected thereon, other than single family dwellings, in no event to exceed two stories in height.

2.

No lot may be re-subdivided except by legal consent of the developer.

3.

No building may be erected closer to the front property line than 45 feet, except in the following exceptions. Any building may be erected on any lot in Block 2, a minimum of 40 feet from the front property line; any building erected on Lots 1, 2, and 3, 8, 9 and 10 in Block 8 may be erected a minimum of 30 feet from the front property line; and residence erected on Lots 4, 5, and 6 in Block 12 may be erected a minimum of 35 feet from the front property line; any residence erected on Lots 1 to 6, inclusive, in Block 13 and Lots 12, 13 and 14 in Block 12 must be erected a minimum of 65 feet from the front property line.

For the purpose of definition it is agreed that any covered portion of the houses shall be the determinant as to the set-back line.

4.

No building may be erected nearer to the side property line than 10 feet, except a garage is to be located on the rear one-quarter of the lot, which garage is so located, may be erected a minimum of

of 5 feet from the side property line. No building of any kind may be erected closer than 15 feet to any side street line on corner lots. Residence buildings must front on the street on which the lot is platted to front. For the purpose of explanation, in Block 2, Lots 4, 5 and 6 are platted to front on Kilarney Street, Lots 1, 9 and 10 are platted to front on Galway Drive; in Block 3, Lots 7, 8 and 9 are platted to front on Kilarney Drive and Lots 1, 2 and 3 are platted to front on Galway Drive; in Block 4 Lots 1 and 13 are platted to front on Tranquilla Drive and Lot 10 is platted to front on Galway Drive; in Block 8, Lots 8, 9 and 10 are platted to front on Kilarney Drive; in Block 9, Lot 1 is platted to front on Kilarney Drive and Lot 15 is platted to front on Tralee Drive; in Block 11, Lots 4 and 9 are platted to front on Althlone Drive, Lot 1 is platted to front on Galway Drive.

5.

Any residences erected on any lot in said addition shall contain a minimum area of 1400 square feet, exclusive of any porches, terraces, garages, outhouses or unfinished rooms, whether attached or detached. .
SAVE AND EXCEPT that on Lots 1, 2 and 3 in Block 2, Lots 1, 2, and 3, 14, 15 and 16 in Block 5, all of Block 2 and Lots 15 and 16 in Block 1 any residences erected thereon may contain a minimum of 1200 square feet, exclusive of porches, terraces, garages, outhouses or unfinished rooms.

6.

No dwelling or other structure of any kind or character may be erected on any lot in said addition, except in compliance with plans and specifications which must be approved in writing by the developer.

7.

No dwelling shall be erected on said property of materials other than brick, stone, brick veneer, stone veneer, hollow tile or stucco, unless the above mentioned material constitutes 60% of the total outside area of said building. The use of concrete block shall not be allowed in the construction of residences.

8.

No fence of any kind may be erected closer to the front property line than the front line of the main dwelling.

9.

No person owning any lot or lots shall keep domestic animals in a number in excess of that which he may use for the purpose of keeping as pets, it being the purpose and intention hereof to restrict the ownership of domestic animals against any commercial purpose of any kind. For explanatory purposes the term domestic animals includes horses, cows, hogs, sheep, goats, guinea fowls, turkeys, chickens, dogs, or any other animal that may interfere with the quietude or health of the community.

10.

No noxious or offensive trade shall be carried on upon any lot, nor shall anything be carried on hereon which may be or become a nuisance to the neighborhood.

11.

No trailer, basement, tent, shack, barn or garage or other out-building shall be erected to be used at any time as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

12.

~~No race other than the white shall use or occupy any building on any lot except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality in the employ of any owner or tenant.~~

THIS
COVENANT
OBLITERATED

13.

Each and every covenant and condition herein contained shall terminate and be of no further effect after January 1st, 1973, at which time the said covenants shall be automatically extended for a period of ten years unless by a vote of the majority of the owners of said lots it is agreed to change said covenants in whole or in part.

It is understood and agreed that in all matters requiring a vote of the lot owner, that each owner is entitled to one vote for each lot or fraction thereof as shown on the recorded plat that he may own at the time of voting.

14.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate

situat in said addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

15.

Invalidation of any of these covenants by a judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Executed this Yest day of May, 1947.

J. A. Crew
J. A. Crew

STATE OF TEXAS }
COUNTY OF DALLAS }

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared J. A. CREW known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this Yest day of May, A.D. 1947.

William H. Hays
Notary Public, Dallas County, Texas

RELEASE OF LIEN

56486--\$0.75

THE STATE OF TEXAS }

County of Dallas }

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the payment in full according to the face and tenor thereof, of one certain promissory note in the principal sum of \$6,200.00, dated December 2, 1946, payable to Texas Bank and Trust Company, as therein provided, and bearing interest as therein provided